

DEVINE MILLIMET

ATTORNEYS AT LAW

January 13, 2015

ABIGALE E. CHESLEY
T 603.695.8713
ACHESLEY@DEVINEMILLIMET.COM

VIA FIRST CLASS MAIL

Debra Howland, Executive Director &
Secretary
NH Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

Re: DT 14-282; Pennichuck East Utility, Inc. – Petition for Authority to Issue Long
Term Debt

Dear Ms. Howland:

Enclosed for inclusion in the record in the above-referenced proceeding is an Affidavit of
Publication pursuant to the Order of Notice dated December 30, 2014.

Very truly yours,


Abigale E. Chesley
Legal Assistant

TBG:aec

Enclosure

cc: Electronic Service List

UNION LEADER CORPORATION

P O BOX 9513
MANCHESTER, NH 03108

0000047966
DEVINE MILLIMET & BRANCH PA
ATTN: ANN OUELLETTE
111 AMHERST ST
MANCHESTER NH 03101

I hereby certify that the legal notice: (0001381360) PENNICHUCK EAST UTILITY, INC
was published in the New Hampshire Union Leader
On:
01/07/2015.

State of New Hampshire
Hillsborough County

Subscribed and sworn to before me this

7th day of January 2015

Lynn M Kempf
Notary Public



entitled to precedence.
WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all other warranties arising by law, if any, the conveyance of the Mortgaged Premises shall be made by the Mortgagee and accepted by the successful bidder without any express warranties whatsoever, without limitation, any reservations or warranties with respect to title, possession, permits, recitation of acreage, hazardous materials and physical condition of loss or damage to the Mortgaged Premises shall be assumed after the close of bidding.
TERMS OF SALE: To qualify to bid, bidders must register to bid and present the sum of Five Thousand Dollars and 00/100 (\$5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the conclusion of the public auction. The successful bidder shall execute a Memorandum of Foreclosure Sale immediately after the close of bidding. If the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages.
RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.
Other terms to be announced at sale. Wells Fargo Bank, National Association, as Trustee for Securitized Asset Backed Receivables LLC Trust 2006-OP1, Mortgage Pass-Through Certificates, Series 2006-OP1 Present holder of said mortgage, by its Attorneys Susan W. Cody Korde & Associates, P.C. 321 Billerica Road, Suite 210 Chelmsford, MA 01824-4100 (978) 256-1500 BFB 12-007872 Hames (December 24, 2014) (December 31, 2014) (January 7, 2015) (UL - Dec. 24, 31, Jan. 7)

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Other terms to be announced at sale. Wells Fargo Bank National Trust Company as Trustee for Holders of the GSAA Home Equity Trust 2006-4 Present holder of said mortgage, by its Attorneys Susan W. Cody Korde & Associates, P.C. 321 Billerica Road, Suite 210 Chelmsford, MA 01824-4100 (978) 256-1500 CXE 14-016079 Nimmo (January 7, 2015) (January 14, 2015) (January 21, 2015) (UL - Jan. 7, 14, 21)

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Other terms to be announced at sale. Wells Fargo Bank, National Association, as Trustee for Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass-Through Certificates, Series 2004-18 Present holder of said mortgage, by its Attorneys Susan W. Cody Korde & Associates, P.C. 321 Billerica Road, Suite 210 Chelmsford, MA 01824-4100 (978) 256-1500 CXE 14-019071 Nelson (January 7, 2015) (January 14, 2015) (January 21, 2015) (UL - Jan. 7, 14, 21)

Public Notices
They're how you know! Public Notices help citizens to stay alert to what is happening in the community.

Legal Notice
STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
DW 14-282
PENNICHUCK EAST UTILITY, INC.
Petition for Authority to Issue
Long Term Debt
Summary of Order Nisi No. 25,746
Approving Long Term Debt
December 30, 2014

On October 7, 2014, Pennichuck East Utility, Inc. (PEU), filed a petition seeking authority, pursuant to RSA 369, to issue two new long-term loans. PEU is a regulated water utility pursuant to RSA 362:2 and 362:4 and is wholly-owned by Pennichuck Corporation (Pennichuck), which in turn is wholly-owned by the City of Nashua. The petition and subsequent docket filings, other than any information for which confidential treatment is requested or granted by the Commission, are posted to the Commission's website at <http://www.puc.nh.gov/Regulatory/Docketbk/2014/14-282.html>.

The first loan for which PEU seeks approval is with CoBank, ACB (CoBank), in the amount of \$625,000 and requiring level monthly payments and amortizing over twenty-five (25) years. The annual interest rate will be determined based on market conditions existing at the time of closing, but the Company currently estimates it at 5.25%. The proceeds of the CoBank loan will be used to finance various capital projects undertaken during 2014, which were not eligible to be financed through the New Hampshire State Revolving Fund (SRF).

The second loan proposed by PEU converts its existing short-term debt with Pennichuck in the amount of \$1,000,000 into long-term debt with Pennichuck. This short-term debt was used for capital improvements to its water systems. These amounts were borrowed from Pennichuck in accordance with the intercompany Money Pool Agreement dated January 1, 2006.

This conversion loan will call for level monthly payments, an amortization period of ten (10) years, and an annual interest rate of 2.70%. The indebtedness to Pennichuck will be subordinate to PEU's indebtedness to CoBank.

Staff recommended approval of PEU's financing requests. Staff concluded that the proposed financings are consistent with the public good, and that the uses of the proposed financings are reasonable because they are consistent with the company's duty to provide "reasonably safe and adequate" service to its customers in accordance with RSA 374:1. Staff further concluded that the terms of the proposed financing are reasonable, falling within the range of terms that the Commission has recently approved with regard to other long-term debt financings.

By order nisi dated December 30, 2014, the Commission granted PEU's

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Other terms to be announced at sale.

Wells Fargo Bank, National Association, as Trustee for Structured Adjustable Rate Mortgage Loan Trust,

Mortgage Pass-Through Certificates, Series 2004-18 Present holder of said mortgage,

by its Attorneys Susan W. Cody Korde & Associates, P.C.

321 Billerica Road, Suite 210 Chelmsford, MA 01824-4100 (978) 256-1500

CXE 14-019071 Nelson (January 7, 2015) (January 14, 2015) (January 21, 2015)

(UL - Jan. 7, 14, 21)

Legal Notice

PUBLIC HEARING TOWN OF EPPING

Notice is hereby given that in accordance with the requirements of RSA Chapter 91-A and RSA 32:5 that a Public Hearing of the Budget Committee will be held on the **14th day of January, 2015 at 6:00 PM** at the Epping Town Hall located at 157 Main Street in Epping, New Hampshire. (UL - Jan. 7)

Legal Notice

WINGLOO FARM, INC. IDENT SCHOLARSHIP APPLICATION DEADLINE MARCH 2, 2015

Wingloo Farm, Inc. is a private non-profit established in 1986, in or provide direct aid, assistance, services, to the residents of, in priority, Sandwich, Center Harletonboro, Carroll County, County, and then the entire New Hampshire. This includes

Legal Notice

STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES AIR RESOURCES DIVISION CONCORD, NEW HAMPSHIRE

47966